

DECLARATION OF PLAINTIFF JAMES BOLES

COMES NOW James Boles, and states the following under penalty of perjury:

1. My name is James Boles.
2. I am one of two named Plaintiffs in the preceding matter.
3. On or around December 19, 2019, I entered into a CarShield Vehicle Protection Plan, an insurance agreement between myself and my wife, Plaintiff Barbara Boles, and what I understood to be CarShield, to insure covered mechanical failures for my vehicle.
4. CarShield subsequently assigned the insurance agreement Contract No. MRF3013004 (“Insurance Agreement”).
5. On or around December 19, 2019, a man I believed to be a representative of CarShield, whose name I cannot recall, called me over the telephone to discuss the Insurance Agreement and accompanying documents.
6. I never reported to a CarShield office to discuss and review the documents at issue and do not believe one even exists within the State of Oklahoma.
7. The CarShield representative partially explained the documents to me over the phone without letting me or my wife review them.
8. My wife was not on the telephone call between myself and the CarShield representative.
9. When discussing the Insurance Agreement, the CarShield representative explained to me that CarShield would insure my vehicle against any covered mechanical failure.
10. The CarShield representative never disclosed to me that an arbitration clause existed within the Insurance Agreement.
11. The CarShield representative never disclosed to me the State Variance language present within the Insurance Agreement.

12. The CarShield representative partially explained the Payment Plan Agreement over the phone.

13. I was not able to review the Payment Plan Agreement.

14. The CarShield representative explained that my payments for CarShield's insurance would be approximately \$89.00 per month.

15. The CarShield representative did not disclose the arbitration language present within the Payment Plan Agreement.

16. The CarShield representative, without allowing me to review the Insurance Agreement and Payment Plan Agreement, and without explaining the documents in full, such as the arbitration language, signed the documents on my behalf.

17. To the best of my knowledge and recollection, I never received copies of these documents to review until after I filed the instant lawsuit.

ANYTHING FURTHER, DECLARANT SAYETH NOT!

Dated this 30th day of September 2022.



JAMES BOLES, PLAINTIFF